

# **EXHIBIT C**

## Independent Contractor

## Consulting Agreement

This Consulting Agreement (the "Agreement") is entered into this on the 28<sup>th</sup> January 2018 by and between Company Documents, a company, (hereinafter, "Consultant") and Vital Management Services, Inc. (hereinafter, the "Company").

### RECITALS

WHEREAS the Company is in need of assistance in due diligence, commercial research and public document research and retrieval;

WHEREAS, Consultant has agreed to perform consulting work for the Company in providing due diligence, commercial research and public document research and retrieval or other lawful activities as directed by the Company. All work conducted by the Consultant must be performed with strict adherence to all applicable Federal, State and/or Country laws.

NOW, THEREFORE, the parties hereby agree as follows:

1. **Consultant's Services.** Consultant shall be available and shall provide to the Company professional consulting services, on a priority basis, in due diligence, commercial research and public document research and retrieval (hereinafter, "Consulting services"), as requested. The Consultant requests a "research retainer" to guarantee expedited service.

### 2. Consideration.

A. **RATE.** In consideration for the Consulting Services to be performed by Consultant under this Agreement, the Company will pay Consultant a monthly research retainer of £500 (GBP five hundred) or other sums agreed, for services being conducted, on a calendar month basis. The "research retainer" is to guarantee the Company expedited services and the Consultant is to submit invoices to include the "research retainer" on a monthly schedule.

B. **EXPENSES.** Additionally, the Company will pay Consultant for the following expenses incurred while the Agreement between Consultant and the Company exists:

Reasonable expenses, agreed prior to undertaking any consulting work.

3. **Independent Contractor.** Nothing herein shall be construed to create an employer-employee relationship between the Company and Consultant. Consultant is an independent contractor and not an employee of the Company or any of its subsidiaries or affiliates. The consideration set forth in Section 2 shall be the sole consideration due Consultant for the services rendered hereunder. It is understood that the Company will not withhold any amounts for payment of taxes from the compensation of Consultant hereunder. Consultant will not represent to be or hold himself or herself out as an employee of the Company.

4. **Confidentiality.** In the course of performing Consulting Services, the parties recognize that Consultant may come in contact with or become familiar with information which the Company or its subsidiaries or affiliates may consider confidential. This information may include, but is not limited to, information pertaining to the Company, its clients, projects, contractors, systems and/or operations, which information may be of value to a competitor. Consultant agrees to keep all such information confidential and not to discuss or divulge it to anyone other than appropriate Company personnel or their designees.

5. **Term.** This Agreement shall commence on 28<sup>th</sup> January 2018 and shall terminate on 28<sup>th</sup> January 2019 unless earlier terminated by either party hereto. Either party may terminate this Agreement upon 7 (seven) days prior written notice. The Company may, at its option, renew this Agreement for an additional agreed period on the same terms and conditions as set forth herein by giving notice to Consultant of such intent to renew on or before 28<sup>th</sup> December 2018.

6. **Notice.** Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in the first class mail of the United States properly addressed to the appropriate party at the address set forth below:

1. Notices to Consultant: Company Diligence, 5 Chancery Lane, London WC2A 1H G  
duediligence@hushmail.com

2. Notices to the Company: Vital Management Services, Inc. 1340 Environ Way, Chapel Hill, NC 27517, USA. (info@vitalmanage.com)

#### 7. Miscellaneous.

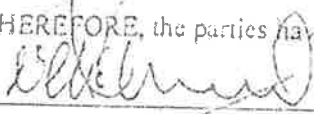
7.1 **Entire Agreement and Amendments.** This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and replaces and supersedes all other agreements or understandings, whether written or oral. No amendment or extension of the Agreement shall be binding unless in writing and signed by both parties.

7.2 **Binding Effect, Assignment.** This Agreement shall be binding upon and shall inure to the benefit of Consultant and the Company and to the Company's successors and assigns. Nothing in this Agreement shall be construed to permit the assignment by Consultant of any of its rights or obligations hereunder, and such assignment is expressly prohibited without the prior written consent of the Company.

7.3 **Governing Law, Severability.** This Agreement shall be governed by the laws of Chatham

County, State of North Carolina, USA. The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision.

WHEREFORE, the parties have executed this Agreement as of the date first written above.

  
[SIGNATURE, FOR COMPANY]

By:

Nicholas del Rosso - President

*I have authority to act on behalf of Company.*

  
[SIGNATURE OF CONSULTANT]

Paul Robinson - Company Diligence